

C-08-0528

FILED

OCT 1 2008

**AGREEMENT BETWEEN THE
LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT
AND THE LANCASTER COUNTY YOUTH SERVICES CENTER**

LANC. COUNTY CLERK

THIS AGREEMENT, made and entered into this 23rd day of September, 2008, by and between the County of Lancaster, Nebraska, hereinafter referred to as "County" and the City of Lincoln, by and on behalf of the Lincoln-Lancaster County Health Department, hereinafter referred to as the "LLCHD".

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. 13-801 et seq. (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the County operates and maintains the Youth Services Center, hereinafter referred to as "YSC", as a detention facility for juvenile offenders; and

WHEREAS, the County wishes to have medical services available 24 hours per day, seven days per week, in the event that such services are needed at YSC; and

WHEREAS, the LLCHD has a qualified physician and is willing to make his services available to YSC 24 hours per day, seven days per week.

NOW, THEREFORE, in consideration of the mutual covenants contained herein it is agreed as follows by the parties hereto:

- 1) The LLCHD shall provide a physician who shall be available on an on-call basis, 24 hours per day, seven days per week, to perform physician services as required by the Detention Center.
- 2) The LLCHD shall provide an RN who shall be available on an on-call basis, after hours, seven days per week, to provide telephone consultation, assessment and referral as required by the Detention Center.
- 3) The LLCHD shall provide 1.0 FTE Public Health Nurse and 1.0 FTE Registered Nurse on site at YSC. The nursing staff shall meet with the Detention Center Director at least quarterly and submit an annual report of the health care delivery system and an annual statistical summary report. The annual report should address: the effectiveness of the

health care system, changes effected since the last reporting period and recommended corrective action. The annual statistical report should indicate the number of juveniles receiving health services by category of care as well as other pertinent information. In addition, the LLCHD shall provide, as available, three part-time, on-call LPNs to assist staff in administering medications and providing health services to residents of the YSC.

- 4) The LLCHD shall provide in addition the following services:
 - a) Development and maintenance of a policy and procedure manual which covers all health practices for the agency. These policies and related procedures will be developed with input and approval from the YSC Director or designee. Annual reviews of all policies and procedures will be conducted in accordance with NLN Community Health Accreditation Standards and Corrections Standards.
 - b) Development and implementation of staff orientation and in-service education related to medications, medical devices and biologicals, medical policies and procedures and other health topics.
 - c) Triage sick calls for acute and chronic health problems. Identified problems will be coordinated with the resident's private physicians or with the Health Department physician using established protocols.
 - d) Case management of nursing services for all residents experiencing health problems, including:
 1. Intake assessments for new residents, including development of care plans for residents with health problems.
 2. Coordination of care with YSC staff, other LLCHD service areas, other mental health providers, community physicians, pharmacy, and human service agencies.
 3. Maintain unit dose system for medication administration with contracted pharmacist.
 4. Perform medication reviews for all residents receiving prescription and/or over-the-counter medications at least weekly.
 - e) LLCHD shall make their physicians and nurses available for in-court testimony as requested by the Lancaster County Attorney's Office. LLCHD also agrees to make

- the nurses and physicians available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's office.
- 5) Supervisory responsibility for the physician and nursing staff will remain with the LLCHD in accordance with LLCHD policies.
 - 6)
 - a) The LLCHD physician shall execute medical authorization under the terms of which staff of YSC will be authorized to administer specified non-prescription products and employ specified methods of treatment in dealing with routine, non-emergency medical problems which arise at YSC. (See attachment I.)
 - b) The LLCHD physician shall execute a medical authorization under the terms of which staff of YSC will be authorized to administer an EpiPen® and/or nebulized Albuterol as an emergency response to life-threatening asthma or systemic allergic reactions (anaphylaxis). (See attachment II.)
 - c) Blood levels will be drawn, per physician's order, for residents taking the following medications: Lithium, Depokote, thyroid replacement medication, Dilantin, Theophylline, Thorazine, Tegretol and Anafranil.
 - 7) The LLCHD will provide the Hepatitis B immunization series and TB screening tests at the end of the probationary period to YSC staff who have direct contact with residents and to temporary on-call JDO personnel as specific documented exposures to Hepatitis B and/or TB occur in accordance with the Center for Disease Control and Prevention guidelines.
 - 8) The LLCHD will provide employment assessment for YSC staff at the time of hire and every two years thereafter. The employment assessment shall include a TB test, urinalysis and blood pressure screening.
 - 9) As compensation for such services, the County agrees to reimburse LLCHD in the amount of \$12,270.00 per month for nursing services and the availability of a physician. The County shall also pay LLCHD \$87.15 per physician's visit (actual cost for completed physical examination/assessment), \$9.31 per telephone conversation with physician, \$1,317 per month for on-call costs for maintaining 24 hour coverage, \$50 per dose of Hepatitis B vaccine for each employee, \$15.00 for TB test of each employee, \$30.00 employment assessment for each employee, \$40 per hour for on-site lab services

by a lab technician, \$52.00 per hour for nurses required to meet with or testify for the County Attorney's Office in preparation for litigation and \$87.15 per hour for physicians required to meet with or testify for the County Attorney's Office in preparation for litigation.

- 10) These amounts are only to be paid upon presentment of a statement for reimbursement and documentation that services have been provided pursuant to this agreement. Statements will be submitted to the County for review prior to any payment for services. The parties agree that this agreement does not provide for compensation in the form of a retainer. LLCHD agrees that it shall not be paid until services have been provided to the County as provided in this agreement. LLCHD further agrees that it will make any additional information available to the County to support any claim for services rendered. The amounts stated above shall represent the total compensation to be paid to the LLCHD for services provided pursuant to this Agreement, and the County and the YSC shall not be responsible for payments of any other expenses.
- 11) It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and LLCHD, or any other employee or other person acting on behalf of the LLCHD in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. LLCHD shall not receive any additional compensation in the form of wages or benefits from the County or the YSC which are not specifically set forth in this Agreement.
- 12) The County and the YSC shall not discriminate against any juveniles, or any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, gender, disability, national origin, ancestry, age, marital status, or receipt of public assistance.
- 13) LLCHD agrees to abide by all federal, state and local laws regarding confidentiality of records as it relates to patient and juveniles. In those cases where LLCHD has access to official information from probation/court records, LLCHD shall also keep that information confidential. LLCHD shall not release such information without an order

of the court of prior written approval of the parent or legal guardian of the juvenile.

- 14) Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
- 15) LLCHD is not a "covered entity" for purposes of HIPAA, however, the YSC agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the YSC agrees that it shall:
 - a) Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient health information;
 - b) Make patient information available to patients in a manner not inconsistent with HIPAA;
 - c) Require all employees to comply with such restrictions;
 - d) Report any improper use or disclosure of patient information immediately to the LLCHD.

All services, including reports, opinions, and information to be furnished under the Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of LLCHD, without the prior written approval of LLCHD. The County assumes liability for any breach of confidentiality that may occur through the action of the County, the County's

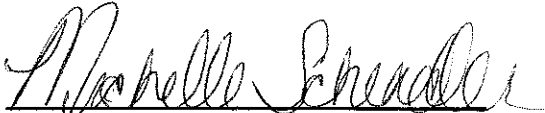
employees, and anyone directly or indirectly employed by the County. LLCHD assumes liability for any breach of confidentiality that may occur through the action of LLCHD, LLCHD's employees, and anyone directly or indirectly employed by LLCHD.

- 16) The term of this Agreement shall be from July 1, 2008 to June 30, 2009. Either party may terminate this Agreement prior to that time by giving to the other party written notice of its intention to terminate at least 30 days prior to the proposed date of termination. The parties may, by mutual agreement, in writing, amend this Agreement as necessary.
- 17) The parties agree that this Agreement supercedes any and all previous agreements between the parties regarding the services and obligations provided herein, and any previous agreements are hereby terminated by agreement of the parties as to these specific services and obligations.

EXECUTED by the LLCHD this ____ day of _____, 2008.

Chris Beutler
Mayor, City of Lincoln

EXECUTED by the County this 7 day of October, 2008.


Michelle Schindler
Director, Youth Services Center


Bob Workman
Chair, Lancaster County Board of Commissioners

ATTACHMENT I
(Amendment)
DETENTION CENTER
MEDICAL AUTHORIZATION

Effective: July 1, 2008

I/We, Steven Rademacher, M.D., hereby authorize the staff of the Juvenile Detention Center for Youth to administer non-prescription items including but not necessarily limited to: Loratidine, Benadryl, Ibuprofen, Acetaminophen; Dragel, Certi-lak tabs; Cold Erase Tabs; Vicks Chloraseptic Spray; Triple Antibiotic Cream, Throat Eze Lozenges; Tolnaftate 1% (antifungal spray); plain Robitussin; Delsym; Calamine Lotion; Hydrocortisone Lotion 1%; foot powder/spray; Maalox; Milk of Magnesia; Stridex pads; Debrox ear drops; Lice-all shampoo; Nix shampoo; sunblock lotion 15 SPF and Kaopectate to residents of the facility. All of these over-the-counter or non-prescription items shall be administered to residents of the Detention Center according to directions on the package.

Saltwater gargles may be given to residents for treatment of throat pain. Rest and cold packs on the forehead are recommended in the case of nausea or vomiting – in both cases, although the resident should be closely watched. If throat pain, nausea, vomiting, head or stomach aches persist and repeated medication is requested, I/We should be notified by staff so that a more accurate diagnosis can be made.

Nursing Protocols issued by the physician may be used by nursing personnel when the resident does not wish to see the physician, or before a physician visit is scheduled.

A physician or pharmacy should be consulted before any internal medications are given to a female resident who is or suspects that she is pregnant.

I/We expect to be contacted in regard to possible sprains. I/We will probably ask staff to observe it overnight before deciding whether to check it personally and/or request X-rays. The injured extremity should be wrapped in an elastic bandage and ice applied for 1-15 minutes every four hours.

If staff have any questions concerning health complaints or treatment of residents, they should contact us. Whenever it is necessary to contact us, please state the reasons for the call, and whether or not there is an immediate need for our services.

I/We hereby certify that the foregoing authorization complies in all respects with the generally accepted and recognized standards of care and skill exercises by the medical community and we hereby agree to indemnify and hold harmless to the fullest extent allowed by law, the County of Lancaster, Nebraska, and the Lancaster County Youth Services Center, and their respective agents and employees, from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of any act within the scope of the foregoing authorization; provided that this paragraph shall not relieve the County of Lancaster, its agents or employees from liability for their actionable negligence.

<u>Steven Rademacher</u>	<u>8-11-8</u>
Steven Rademacher, M.D.	Date
<u>Bruce D. Dart</u>	<u>10/8/08</u>
Bruce D. Dart, PhD, Health Director, LLCHD	Date

ATTACHMENT II
Youth Services Center
EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR
SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)

Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary. A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, AND DEATH CAN OCCUR. Immediate allergic reactions may require emergency treatment and medications.

LIFE-THREATENING ASTHMA SYMPTOMS: Any of these symptoms may occur:

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck "sucked in")
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)
- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness limiting speech to one to two word phrases or complete inability to speak

ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM: Any of the following symptoms may occur within seconds. The more immediate the reaction, the more severe the reaction may become. Any of the symptoms present requires several hours of monitoring.

- Skin: warmth, itching, flushing, hives, blueness of skin
- Abdominal: pain, nausea and vomiting, diarrhea
- Oral/Respiratory: sneezing, swelling of the face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing
- Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- Mental status: apprehension, anxiety, restlessness, irritability


EMERGENCY PROTOCOL:

1. CALL 911
2. Summon the nurse if available. If not, summon the designated trained, non-medical staff to implement the emergency protocol.
3. Check airway patency, breathing, respiratory rate and pulse.
4. Administer EpiPen® per standing order. Follow with nebulized Albuterol if emergency is related to asthma.
5. Determine cause as quickly as possible.
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parent(s) and youth's physician as soon as possible (if known).
8. Any individual treated with epinephrine will be transferred to a medical facility.

STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:

- Administer an EpiPen®- Jr for a youth less than 66 pounds or an adult EpiPen® for a youth over 66 pounds.
- Follow with nebulized albuterol (premixed) while awaiting EMS. If the youth's condition has not improved, may repeat two times, back-to-back.
- Administer CPR, if indicated.

The physician signing below affirms that the above protocol is in keeping with standard, current, recommended medical practice, and appropriate for implementation and delivery at the Youth Services Center by Registered Nurses and designees.


Steven Rademacher, MD

8-11-8
Date

This authorization shall remain in effect from:

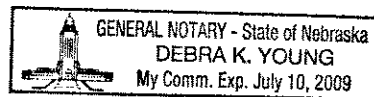
July 1, 2008 to June 30, 2009

STATE OF NEBRASKA }
 } ss.
County of Lancaster }

Before me, a notary public qualified for said County, personally came
Steve Rademacher, known to me to be the identical persons who signed the foregoing Medical
Authorization, and acknowledged the execution thereof to be a voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL THIS 11 DAY OF August, 2008.

Debra K. Young



PHYSICIAN STANDING ORDER

This standing order is written to confirm that the Lancaster County Juvenile Detention Center contracts with me via the Lincoln-Lancaster County Health Department to provide a variety of medical services for juveniles detained pending legal disposition.

This authorization shall remain in effect from:

July 1, 2008 until June 30, 2009

S. Rademacher M.D.
Signature of Authorizing Physician

8.11.8
Date